FOCAL POINT OF COMMUNITY ACTION

MARYNOOK HOMEOWNERS ASSOCIATION

PROTECTIVE COVENANTS

RATIFIED:
January 1, 1996

MARYNOOK HOMEOWNERS ASSOCIATION
PROTECTIVE COVENANTS

Single Units

THIS DECLARATION, made this 1st day of January, 1996 by the Marynook Homeowners Association, a not for profit property owners association registered in the **BUILDING CORPORATION, a Corporation of the State of Illinois, hereafter called the State of Illinois, hereafter called the) "Declarant",**

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Article Two of this Declaration, and is desirous of subjecting the real property described in said Article Two to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

(Marynook Homeowners Association)

NOW, THEREFORE, DUFFY AVENUE BUILDING CORPORATION hereby declares that the real property described in and referred to in Article Two, hereof, is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ARTICLE ONE

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2005, at which time said Covenants shall be automatically extended for successive periods of ten years unless by majority vote of the then owners of the lots herein-after legally described, it is agreed to change or modify said covenants, or any one thereof, in whole or in part:

If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt or threaten to violate any of the Covenants herein, it shall be lawful for the Home Owners Association hereinafter described, the Declarant, or any other person or persons owning any real property situated in the subdivision hereinafter legally described, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate or threatening to violate any such Covenants and to prevent him or them from so doing and to recover damages or other dues or both for such violation. The Committee or Home Owners' Association, provided hereinafter is empowered to make variations of the terms of these Covenants where public policy is served, but such variation must be submitted to the individual judgment of the Committee or to the Home Owners' Association, regardless of its similarity to variations which may have been made in previous cases. No open violation of any Covenant shall be deemed to release any of the parties from their obligations under these Covenants by reason of said violation.

Invalidation of any section, sentence, paragraph or word in these Covenants shall in no way affect any other provision of these Covenants which shall remain in full force and effect.

ARTICLE TWO

Section One

The real property which is, and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and sections of this declaration, is located in the City of Chicago, County of Cook, and State of Illinois, and is more particularly described as follows: to-wit:-

Lots 1 to 122, both inclusive in J. E. Merrion's MARYNOOK, a Subdivision of Part of the West 1/2 of the Southeast 1/4 of Section *35,* Township 38 North, Range 14, East of the 3rd principal meridian, in Cook County, Illinois.

AND

Lots 1 to 281, both inclusive, in J. E. Merrion's MARYNOOK Addition, a Resubdivision of part of the West 1/2 of the South- east 1/4 and part of the East 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

AND

Excluding lots, 39,40, 41, 42, 43, 44, 279, 280, 281, *257, 258, 259,* 260, 261, 262, 214, 215, 216, in J. E. Merrion's MARYNOOK Addition, a Resubdivision of part of the West 1/2 of the Southeast 1/4 and part of the East 1/2 of the Southwest 1/4 of Section *35,* Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

ARTICLE THREE

Section One

The real property described herein is subjected to the Covenants, restrictions, conditions, easements, reservations, liens and charges here-by declared to insure the most appropriate development and improvement of each building site thereof~ to protect the owners of the buildings erected thereon against such improper use of surrounding building sites as will depreciate the value of their property, to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said property, to secure and maintain proper setbacks from streets and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites therein and buildings erected thereon. *(1)*

Section Two

None of the said lots may be used or occupied for other than residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon nor any building thereon converted to such use. Every residential unit erected or maintained thereon shall be designed for occupancy by a single family, and no premises shall be used by more than a single family, nor as a rooming house or boarding house.

Section Three

All building sites in the tract hereinbefore described shall be known and described as residential building sites.

Section Four

No animals, livestock or poultry of any kind shall be kept or maintained on any part of said property, except that dogs and cats may be kept upon said property, provided that they are not kept, bred or maintained for any commercial use or purpose of any sort. *(2)*

*** See Reinforcement Resolutions following the Protective Covenants section.**

ARTICLE FOUR

Section One

No building shall be erected, placed or altered on any premises in said development until the plans and specifications therefor have been approved in writing by the Declarant or its successors in interest as to conformity and harmony of external design with existing structures in the development. Upon completion of the development undertaken by the Declarant with respect to said properties hereinbefore legally described, the Declarant may then, at his option, designate a committee to be composed of three persons, an architect, the Secretary of the Declarant Corporation, and a third person, whose purpose and responsibility shall specifically include the control of all properties in the area with respect to conformance with the restrictions and covenants herein created; or the Declarant may at his option, assign the control of all properties in the area with respect to conformance with the said restrictions and covenants herein created to the Home Owners Association hereinafter described and referred to.

Section Two

A residential building site shall mean any lot in said subdivision as shown by the Plat of record thereof, upon which a dwelling may be or has been erected in conformance with the requirements of these Covenants. No area will constitute a residential building site which comprises less area than that shown on the Record Plat by individual lot number. No resubdivision or conversion of any such residential building site or combination or resubdivision of the platted lots may be made without the express consent of the Declarant.

Section Three

A private garage may be erected upon each residential building site to house no more than two automobiles, and shall be located on the lot so as to conform to the zoning ordinances of the City of Chicago. No garage shall exceed 22 feet in length and 22 feet in width. The plan and location of any garage to be erected is first to be submitted to the Declarant, or the Committee, or the Home Owners Association for the written approval before construction is started. The plan shall be required to show that the material used shall conform to the color, type, size and design of all similar material used in the construction of the residence on said lot. Under no circumstances shall a garage be erected that extends beyond the building line of the adjoining property. The approval of a plan by the Declarant, or Committee or Home Owners Association shall not bar any person or organization authorized to do so from taking such legal or equitable action as it may deem necessary if the construction varies from the approved plans. No shed, shack, lean-to, extension or other structure may be erected against said garage or residence or any portion of the residential building site. *(3)*

Section Four

A side drive has been installed on each lot. No vehicles are to be parked on any part of the lots except that part designated for driveways and! or garages. *(4)*

Section Five

No trailer, tent, shack, dog house, barn or other outbuilding may be erected or maintained on any residential building site except for a garage, breezeway or carport; and no garage, breezeway, carport, vestibule, awning, or other addition shall be constructed at any time until the plans therefor shall first have been approved in writing by the Declarant, or the Committee described herein, or the Home Owners Association provided for herein. No truck, tractor, trailer, taxi livery, or trailer-truck shall be parked or housed upon any street, driveway, or in any garage in this area except trucks entering upon the area temporarily for and in the performance of a normal business function. *(5)-(6)*

Section Six

No noxious or offensive trade or activity shall be carried on upon any residential building site, nor shall it be permissible for any dumping of refuse, garbage, and/or any other type of trash on any residential building site; all garbage and refuse shall be disposed of in sanitary containers or other satisfactory type of metal containers; and nothing shall be done which may be or become an annoyance or nuisance to the neighborhood. *(7)*

Section Seven

No signs, advertisement, billboards or advertising structures of any kind may be erected on any of the residential building sites described herein, except that permission is hereby granted for the erection of one advertising board or sign on each residential building site, not to exceed and/or for decorative purpose on the following described residential building sites:

Lot 4 in J. E. Merrion's MARYNOOK a Subdivision of Part of the West 1/2 of the Southeast 1/4 of Section 35, Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

AND

Lot 41 in J. E. Merrion's MARYNOOK Addition, a Resubdivision of part of the West 1/2 of the Southeast 1/4 and part of the East 1/2 of the Southwest 1/4 of Section *35,* Township 38 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

Any physician, surgeon, dentist, lawyer, clergyman, architect, or other professional person may place a nameplate not to exceed 12" X 12" in size on or near the entrance to such residential unit so owned by such person, provided that nothing contained herein shall be construed as a license or consent that any such person shall use said residential unit for the general practice of his profession but only for an occasional emergency consultation or treatment.

Section Eight

Any fences erected shall be 4 feet in height and of steel chain link fencing of standard manufacture. No fence or wall *(8)* shall be permitted to extend nearer to any street than the minimum building set back line, and in the case of a corner building, setback lines on both streets must be observed; provided, however, that a hedge or mass planting shall be permitted within the lot lines of each building site, provided that said hedge or planting shall not exceed 3 feet in height or width. *(9) - (10)*

Section Nine

No dwelling shall be permitted on any lot at a cost of less than $15,000.00, based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially

the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 870 square feet for a one-story dwelling, nor less than 870 square feet for a dwelling of more than one-story. No dwelling shall be placed closer than 22 feet to the front lot line.

Section Ten

In the general overall plan of the Development, the Declarant reserves the right to plant trees, shrubs, bushes, erect fences, install walks, or add other embellishments to improve the general overall plan of the development, where in the opinion of the Developer, the general overall plan of the development will be enhanced, such right to extend to each and every lot in the Development. The Declarant shall undertake to grade the front and rear yards of each lot in accordance with established and recognized engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarant is herewith held harmless from any and all consequences to adjacent lots and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration, as provided in Article One. In the event dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the lot or used as terracing immediately adjacent to the house foundation only. Trees and shrubs planted, fences, walks, etc., provided by the Declarant as a part of the general plan of the Development may not be removed or transplanted by the individual purchasers. Upon completion of the development undertaken by the Declarant with respect to said properties hereinbefore legally described. Declarant may provide for the care, spraying, trimming, protection and replanting of trees and shrubbery, maintaining fences, walks, etc., on all streets and in all other public places where trees and shrubbery, fences, or walks have once been planted and provided, except where otherwise provided for, and the expense and costs thereof shall be paid out of the general fund of any Homes' Association formed by the Declarant for the maintenance and preservation of the Covenants and conditions created herein. ***(11)***

ARTICLE FIVE

There has been formed an Illinois, not for profit, corporation known as the **MARYNOOK HOME OWNERS ASSOCIATION** whose purpose, generally, is to help maintain and promote the character of the area covered by these Covenants. No sale of any residential building site will be made by the Declarant to any one not approved for membership by the **MARYNOOK HOME OWNERS ASSOCIATION**. Membership in the said association will be limited to owners of residential building sites and to one representative of the Declarant. Notwithstanding the provisions of these Covenants and of this paragraph in particular the Declarant reserves the right, until such time as all residential building sites are sold, to (a) reject any offer to purchase a residential building site and (b) to withhold the distribution to the **MARYNOOK HOME OWNERS ASSOCIATION** of any and all funds collected by it for the benefit of said Association. ***(12) - (13)***

ARTICLE SIX

The rights reserved in this Declaration to the Declarant shall apply with equal force and effect to its successors and assigns, including any Home Owners Association by it formed in connection with the maintenance and preservation of the Covenants, conditions, rights and privileges created herein. ***(14)***

IN WITNESS WHEREOF THE DUFFY AVENUE BUILDING CORPORATION has caused these presents to be executed by its President and attested by its Secretary and its corporate seal affixed hereto at Chicago, Illinois, this day and date first above mentioned.

MARYNOOK HOMEOWNERS ASSOCIATION

BY: _____ **DATE:** _____
President

ATTEST: _____ **DATE:** _____
Secretary